



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: D20-9-4612-11231	2. Date prepared: 2/7/2012
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# 2
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input checked="" type="checkbox"/> QPA 11231A	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number:	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: 0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2010	\$0.00
Year 2011	\$0.00
Year 2012	\$0.00
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/1/2009	12. To (month, day, year): 9/7/2011
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# 8-43	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

14. Name of agency: Department of Administration		15. Requisition Number: D20-9-4612
16. Address: IDOA, Procurement Division 402 W WASHINGTON ST RM W468 INDIANAPOLIS, IN 46204		

AGENCY CONTACT INFORMATION

17. Name: Roxie Coble	18. Telephone #: 317 2344251
19. E-mail address: rcoble@idoa.in.gov	

COURIER INFORMATION

20. Name: Amey Redding	21. Telephone #: (317) 234-3542
22. E-mail address: aredding@idoa.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000054131	
24. Name: GUIDESOFT INC	25. Telephone #: (317) 806-6109
26. Address: 5875 CASTLE CREEK PKWY STE 400 INDIANAPOLIS, IN 46250	
27. E-mail address: dan_nierste@dotstaff.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	30. If yes, list the %: Minority: <input type="checkbox"/> % Women: 100.0 %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: <input type="checkbox"/> % Women: <input type="checkbox"/> %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems(s)?	Yes: IOT or Delegate has signed off on contract
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 5-22	

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) To establish a QPA for the contractor to provide Managed Service Provider (MSP) services per response included in RFP 8-43. Contractor will be paid up to the maximum rates shown in Exhibit A, total remuneration shall not exceed fifty million dollars (\$50,000,000.00).
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38. Justification of vendor selection and determination of price reasonableness: Contractor demonstrated through their response to RFP 8-43 that they are capable of providing such MSP solution. The contractor submitted a list of MBE and WBE vendors, but the percentage was not provided by vendor. MBE commitment is 8%; WBE commitment is 8%.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>Michael Degen</i>	41. Date Approved 2/15/12	42. Budget agency approval <i>JMC</i>	43. Date Approved 2.23.12
44. Attorney General's Office approval <i>M. Lyle</i>	45. Date Approved 3/5/12	46. Agency representative receiving from AG	47. Date Approved



* Please route to IOT

42250-002

RECEIVED
FEB 24 2012
OAG-ADVISORY

Amendment # 2
QPA # 11231A

This is an Amendment to the contract entered into by and between the **Indiana Department of Administration on behalf of All State Agencies** (hereinafter referred to as "State") and **GuideSoft, Inc. dba Knowledge Services** (hereinafter referred to as "Contractor") dated September 9, 2009. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Recitals

WHEREAS, Contractor and the **Indiana Veterans' Home ("IVH")** have agreed upon a Statement of Work ("SOW")

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree that the foregoing recitals are true and correct and incorporated herein by this reference and further agree:

Section 1 [Duties of the Contractor] is amended to include the following services:

1. Duties of Contractor.

T. The Contractor shall provide the additional positions relative to this Contract and as further detailed in Exhibit C.

The parties by mutual agreement wish to add the Employment Eligibility Verification clause.

Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Total amount of this action is zero dollars and zero cents (\$0.00). Total remuneration of this contract is not to exceed twenty four million dollars and zero cents (\$24,000,000.00).

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

Signature: [Signature]
Printed Name: Katie Berange
Title: corporate counsel
Date: 2/10/2012

Attested By: _____

State of Indiana Agency:

Signature: [Signature]
Printed Name: Roxie A Coble
Title: Vendor Contract Manager
Date: 2-14-2012

Indiana Office of Technology

[Signature]
Brian Arrowood
Chief Information Officer

Date: 17-Feb-2012

Department of Administration

[Signature]
Robert D. Wynkoop
Commissioner

Date: 2-14-12

State Budget Agency

[Signature]
Adam Horst
Director

Date: 2.23.12

Office of the Attorney General

[Signature]
Gregory F. Zoeller
Attorney General

Date: 3/5/12

Exhibit C

STATEMENT OF WORK ADDENDUM TO THE PROFESSIONAL SERVICES CONTRACT FOR MANAGED PROVIDER SERVICES

This Statement of Work (this "Agreement"), dated the 1st day of February, 2012 (the "Effective Date"), is made by and between The Indiana Veterans Home ("IVH") and GuideSoft, Inc. dba Knowledge Services, with an address of 5875 Castle Creek Parkway, Suite 400, Indianapolis, IN 46250, ("Contractor") with Assured Health Care ("subcontractor") as the provider of the services.

WHEREAS, Contractor desires to engage the subcontractor to provide Contractual Professional Medical ("Services") to IVH as described herein.

WHEREAS, it is understood and agreed upon that the any agreement entered into by the Contractor relating to the performance of Services hereunder with the subcontractor shall conform to the terms of this Agreement and Contractor shall remain responsible for the performance of subcontractor.

WHEREAS, IVH, and the Contractor, (each a "Party" or collectively the "Parties,"), mutually desire to set forth the terms and conditions under which such Services shall be provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SERVICES

- (a) Contractor agrees to provide certain Services as specifically set forth in this Statement of Work and Exhibit C-1, attached hereto and incorporated herein. By executing this Agreement, Contractor represents that it and its subcontractors have the requisite expertise to satisfactorily perform the Services.
- (b) Contractor will demonstrate a high level of quality control standards and service to IVH, in accordance with the performance measurement standards set forth in Exhibit C-2.

2. INVOICING AND RATES

- (a) In the event that Services are performed by Contractor and its subcontractors, as contemplated hereunder, compensation for the Services shall be contingent upon the actual performance of Services, and shall not exceed the maximum hourly rates listed in Exhibit C-1 ("Services and Rates to be Provided"). Contractor shall require that all Resources placed through this agreement with IVH shall enter time weekly in the dotStaff™ system, for approval by IVH. IVH shall receive weekly invoices for approved time from dotStaff™, and shall submit payment to GuideSoft for such invoices.
- (b) Contractor will not be compensated for State holidays, overtime or any other pay premiums. All billing will be done in accordance to the rates in Exhibit C-1.

- 3. **TERM AND TERMINATION.** This Agreement shall be effective for a period of two (2) years. There may be additional multiple renewal terms of one (1) year at IVH's option. This Agreement shall automatically terminate as of the date of termination of the contract between the Indiana Office of Administration Procurement Division and Knowledge Services. If IVH determines that it would be in its best interest to terminate this Statement of Work, IVH may request the transfer

of any existing Resources and any non-competition agreements that Contractor holds with the Resource shall be of no effect.

4. BACKGROUND CHECK and DRUG SCREENING REQUIREMENTS.

1. Background Check Guidelines.

- a. Background checks must be completed for verification of social security number and criminal history. Verification of criminal history includes a criminal history check for applicable states and counties of residence for at least the past seven (7) years.
- b. Candidates convicted of a criminal misdemeanor involving, but not limited to, dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery, shall be excluded from consideration.
- c. Candidates convicted of criminal felonies or misdemeanors involving, but not limited to, violent acts such as murder, assault, rape and battery shall be excluded from consideration.
- d. Candidates convicted of a criminal felony involving, but not limited to, dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery shall be excluded from consideration.
- e. Upon notice, Contractor may be required to use a background check company specified by IVH.

2. Drug Screening Guidelines.

- a. Contractor shall ensure that a five-panel drug screen is performed prior to Resource's start date.
- b. Refusal of a candidate to submit to such testing shall preclude such candidate from any further consideration, and candidates shall not begin performing Services until the results of their drug screen have been verified.
- c. Candidates who test positive for drugs shall not be accepted.
- d. Upon notice, Contractor may be required to use a drug screening company specified by IVH.
- e. A "positive" drug test result shall mean test levels that are recognized as positive on both the screening test and the confirmatory test under the "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The following levels shall constitute a positive drug test (which levels may change from time to time):

	Screening Levels (ng/ml)	Confirmation Levels
Amphetamines Amphetamine Methamphetamine	500	250
Cocaine Metabolites	150	100
PCP -- Phencyclidine	25	25
Opiate Metabolites 6-Acetylmorphine Morphine Codeine	10 2000 2000	10 2000 2000
Marijuana Metabolites	50	15

3. Non-Compliance. IVH may, at any time, audit the drug and background screens of the Contractor to ensure compliance with these policies, and may request copies of background check and drug screen reports. IVH shall have ultimate authority in the acceptance or rejection of a candidate for a position.

5. INDEPENDENT CONTRACTOR STATUS.

It is understood and agreed that Contractor shall use Assured Health Care as a subcontractor to provide Services to IVH. If IVH permits a change of subcontractor or additional subcontractors, any agreement entered into by the Contractor relating to the performance of Services hereunder shall conform to the terms of this Agreement. Contractor shall remain responsible for the performance of any subcontractor. Any non-competition agreements with subcontractors' Resources shall be superseded by this Agreement.

6. INSURANCE.

Contractor shall keep in force during the term of this Agreement, the following insurance coverage by its subcontractors, covering the subcontractors for any and all claims of any nature which may in any manner arise out of or result from subcontractor's performance under this Agreement:

- i. Contractor shall keep in force that its subcontractors carry medical malpractice liability insurance, including a three year "tail coverage endorsement" as follows:
 1. Contractor warrants that its subcontractors are qualified providers in the Patients' Compensation Fund. The required limits are \$250,000 per occurrence and \$750,000 in the annual aggregate. The Indiana Office of Administration Procurement Division and the Indiana Veterans' Home shall be named as an additional insured on a primary, non-contributory basis; or
 2. In the event that Contractor's subcontractors are not qualified providers in the Patients' Compensation Fund, Contractor shall carry medical malpractice liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- ii. In the event that Contractor or its subcontractors use independent contractor(s) to perform services under this Agreement, Contractor agrees to keep in force that such independent contractor(s) shall be included as additional insured(s) on the above policies.

Failure to provide insurance as required in this Agreement may be deemed a material breach of Agreement entitling IVH to immediately terminate this Agreement. The Contractor shall keep in force that the subcontractors furnish a certificate of insurance and all endorsements to IVH before the commencement of this Agreement.

7. DISPUTES.

- (a) Should any disputes arise with respect to this Agreement, IVH and Contractor agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- (b) Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the

dispute. Should Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by IVH as a result of such failure to proceed shall be borne by the Contractor.

- (c) If a Party to the Agreement is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other Parties of this dissatisfaction. Upon written notice, the Parties have ten (10) working days, unless the Parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied Party will submit the dispute in writing according to the following procedure:

- i. The Parties agree to resolve such matters through submission in writing of their dispute to the IVH Superintendent. The IVH Superintendent shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Contractor within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until one of the Parties concludes that the presentation period is over. The IVH Superintendent's decision shall be final and conclusive unless any Party mails or otherwise furnishes to the IVH Superintendent, within ten (10) working days after receipt of the IVH Superintendent's decision, a written appeal. Within ten (10) working days of receipt by the IVH Superintendent of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the dispute may follow the Dispute process within the Contract between the Indiana Office of Administration Procurement Division on behalf of All State Agencies and GuideSoft dba Knowledge Services. IVH may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by IVH to Vendor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Vendor to terminate this Agreement.

8. SPECIAL PROVISIONS FOR DISPUTES INVOLVING ALLEGATIONS OF ABUSE, NEGLECT, OR MISAPPROPRIATION OF RESIDENT PROPERTY AGAINST CONTRACTOR.

As required by and set forth in 410 IAC 16.2-3.1-28, 42 CFR 483.13, and 38 CFR 51.90, the Indiana Veterans' Home is required to protect its residents from abuse, neglect, and misappropriation of property, to promptly investigate any and all such allegations, and to take all steps necessary to prevent further potential abuse of residents.

- 1. Contractor shall perform a criminal background check on all subcontractors and Resources performing Services under this Agreement. No person shall perform Services under this Agreement where a criminal background check indicates a person who has (A) been found guilty of abusing, neglecting, or mistreating residents or misappropriating residents' property by a court of law; or (B) had a finding entered into the State nurse aide registry concerning abuse, neglect, mistreatment of residents, or misappropriation of their property, or (C) such person would be a danger or threat to any resident. Contractor shall require all subcontractors and persons performing Services under this Agreement to consent to such background check.
- 2. If an allegation of abuse, neglect or misappropriation of resident property is made against Contractor or any Resource, an internal investigation will be initiated. Performance of this Agreement by the person(s) against whom the allegation is made will be suspended until the

investigation is completed, and such person(s) will be barred from the premises of the Indiana Veterans' Home until the investigation is complete and the matter is resolved. Contractor will be afforded the opportunity to participate in such investigation.

3. Substantiation of an allegation of resident abuse, neglect or misappropriation of resident property may be considered a material breach of this Agreement. Contractor shall promptly replace any Resource or other person acting through Contractor with a qualified interim resource during the period of investigation or a permanent replacement resource if needed.
9. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). In the performance of services under this Agreement, Contractor may have access to confidential identifiable medical information, known as Protected Health Information (PHI). Contractor agrees that in its connection with services performed at IVH, Contractor is a Business Associate, and shall comply with the Business Associate, and shall comply with the Business Associate requirements of HIPAA as described in the following subparagraph A.

A. HIPAA Business Associate

- i. Use of Protected Health Information. The Contractor shall not use Protected Health Information (PHI) other than as permitted or required under this Agreement. Contractor, its agents or subcontractors, shall not use PHI received from the State in any manner that would constitute a violation of the HIPAA Privacy and Security Standards, 45 CFR Parts 160 and 164, if used by IVH, except that Contractor may use PHI as it relates to (1) the proper management and administration of the Contractor to carry out legal responsibilities of Contractor, or (2) data aggregation services relating to health care operations of IVH.
- ii. Disclosure of Protected Health Information (PHI). Contractor shall not further disclose PHI other than as permitted or required under this Agreement. Contractor, its agents or subcontractors shall not disclose PHI received from IVH in any manner that would constitute a violation of the HIPAA Privacy and Security Standards, 45 CFR Parts 160 and 164, if disclosed by IVH, except that Contractor may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent that Contractor discloses PHI to a third party, Contractor must obtain prior to making any such disclosure, (a) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only as disclosed as required by law or for the purposes for which it was disclosed to such third party, and (b) an agreement from such third party to immediately notify the Contractor of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- iii. Release of Social Security Numbers. The Parties acknowledge that the services to be performed by Contractor for IVH pursuant to this Agreement may require or allow access to data, materials, or other information containing Social Security numbers maintained by IVH in its computer system or other records. Pursuant to 10 IAC 5-3-1(4), IVH and Contractor, agree to comply with the provisions of IC 4-1-10, and IC 4-1-11. If any social security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Agreement. Contractor shall report all unauthorized disclosures of Social Security numbers to the IVH Privacy Officer within the same

timeframes and using the same format listed in Section vi titled "Reporting of Security Incident."

- iv. Safeguards Against Misuse of Information. Contractor agrees that it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of IVH, and to prevent the use or disclosure of PHI other than as provided by the terms and conditions of this Agreement. Contractor shall document and keep these security measures current.
- v. Reporting of Disclosures of Protected Health Information. Contractor shall, within fifteen (15) days of becoming aware of a disclosure of PHI in violation of this Agreement by Contractor or its agents or by a third party to which Contractor disclosed PHI pursuant to Section ii of this paragraph, report any such disclosure to the Office of HIPAA Compliance (OHC) and IVH.
- vi. Reporting of Security Incident. Contractor shall report to IVH any security incident of which the Contractor becomes aware. Unsuccessful attempts to breach security shall be reported monthly in electronic form consistent with the format below. Successful breaches of security shall be reported to the IVH Privacy Officer by calling (765) 497-8520 within two (2) hours of becoming aware of the breach and in electronic form to thicks@ivh.in.gov and tstewart@ivh.in.gov within twenty-four (24) hours of becoming aware of the breach using the following format:

Name of Business Associate

Incident # (number assigned by reporting entity)

Type of Incident –

Date and Time of Report (Date and Time incident was initially reported)

Date and Time of Incident (Date and time incident occurred)

Time potential breach was identified

Name and Title of Person Reporting the Incident

Contact Information (of person reporting incident)

Summary of Incident (Include pertinent information regarding the potential security breach)

Description of Protected Health Information Involved (Include number of participants' records involved)

Action Taken

Name of Person(s) conducting Preliminary Investigation

Contact information (of individual responsible for Issue Analysis)

Date Investigation started

Action(s) Taken (include dates/times, and names of agencies notified of the Incident)

Conclusion

Date Investigation ended

Findings

Measures taken to address issue, and prevent any reoccurrences

If the Contractor is unable to reach the IVH Privacy Officer at the above phone number, then report successful breaches of security to the Director of Office of HIPAA Compliance by calling (765) 497-8510 within the same timeframes indicated above. In the event that a successful

breach is discovered outside of normal business hours, leaving a voice message at the above listed number is sufficient verbal notification; however Contractor shall still comply with the electronic reporting requirement stated above.

- vii. **Agreements by Third Parties.** Contractor shall enter into a written Agreement with Contractor's agent or subcontractor that will have access to PHI that is received from, or created or received by Contractor on behalf of IVH, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Contractor pursuant to this Agreement, with respect to such PHI. Any written agreement with Contractor's agent or subcontractor must ensure that the agent or subcontractor has or agrees to implement reasonable and appropriate safeguards to protect the PHI.
- viii. **Access to Information.** Within twenty (20) days of a request by IVH for access to PHI about an individual contained in a designated record set, the Contractor shall make available to IVH such PHI. In the event any individual requests access to PHI directly from Contractor, Contractor shall, within five (5) days, forward such request to IVH. Any denials of access to the PHI requested shall be the responsibility of IVH.
- ix. **Availability of Protected Health Information for Amendment.** Within thirty (30) days of receipt of a request from IVH for the amendment of an individual's PHI or a record regarding an individual contained in a designated record set, the Contractor shall provide such information to the IVH for amendment, and incorporate any such amendments in the PHI as required by 45 CFR 164.526.
- x. **Accounting of Disclosures.** Within thirty (30) days of notice by IVH to Contractor that IVH has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Contractor shall make available to IVH such information as in the Contractor's possession and is required for IVH to make the accounting required by 45 CFR 164.528. At a minimum, Contractor shall provide IVH with the following information: (a) the date of the disclosure, (b) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purposes of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Contractor, Contractor shall within ten (10) days forward such request to IVH. It shall be IVH's responsibility to prepare and deliver any such accounting requested. Contractor hereby agrees to implement an appropriate record-keeping process to enable it to comply with the requirements of this Section.
- xi. **Availability of Books and Records.** Contractor hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor, on behalf of IVH, available to the Secretary of the Department of Health and Human Services for purposes of determining IVH's and the Contractor's compliance with the HIPAA Privacy and Security Standards, 45 CFR Part 164.
- xii. **Protected Health Information at Termination.** At the termination of this Agreement, if feasible, the Contractor shall return or destroy all PHI received from, or created or received by Contractor on behalf of IVH, that the Contractor still maintains in any form and retain no copies of such information.
- xiii. **Compliance with Standard Transactions.** If the Contractor conducts in whole or in part Standard Transactions, as defined in 45 CFR Section 162.103, for or on behalf of

IVH, Contractor will comply and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 CFR Part 162.

- xiv. Termination. IVH shall have the right to terminate this Agreement if it determines, in its sole discretion, that the Contractor has violated any provisions of Title 45, Parts 160, 162, or 164 of the CFR, that provides the basis for the termination. Any such termination shall be effective immediately, or at such other date specified by IVH in such notice.

10. OWNERSHIP OF DOCUMENTS AND MATERIALS.

The parties acknowledge that subcontractor has developed the "Reduction in Readmission Rate for Continuous Quality Improvement Process" ("R^3 Process"), and that subcontractor intends to implement the R^3 Process at IVH.

The R^3 Process is described as follows:

The Primary Care Physician's oversight of Patients in a Long Term Care or Home Health Setting utilizes the clinical expertise of Nephrology for internal medicine with the interaction of fluids on the body, Pulmonology for the respiratory functions and Psychiatry for the mental wellness of the Patient. The process of educating Nurse Practitioners, Nurses (RN and LPN), along with aids who provide the day to day care of Patients in the importance of weights and measures of all vital fluids, peak flows, wounds and other key indicators takes a proactive approach to patient care. By monitoring vitals daily, along with other measurement indicators, the Patient Care Plan can be more responsive in treating ailments that in a traditional setting would require the Patient to be readmitted to an Acute Care Facility, or Hospital. The R^3 process is designed to bring the science of medicine to all care givers in the process to understand the importance of each measurement and the positive effects on Positive Patient Outcomes.

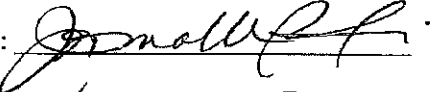
The parties agree that the R^3 Process shall not be considered a "work for hire" and shall continue to be owned by subcontractor and/or employees and contractors of the subcontractor. Nothing in this Agreement shall transfer any present or future ownership of the R^3 Process to Knowledge Services or IVH. During the term of this Agreement, IVH shall be allowed to use the R^3 Process, and shall be allowed to continue using the R^3 Process upon the termination of this Agreement.

11. MISCELLANEOUS.

- (a) The headings of the various sections of this Agreement have been inserted only for purposes of convenience; such headings are not part of this Agreement and shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of this Agreement.
- (b) Contractor will not, without IVH's or Indiana Office of Administration's prior written consent, include any information regarding IVH or the State of Indiana, including without limitation any Confidential Information, in any case studies, industry analyses, or similar materials (whether or not IVH's or the State of Indiana's name is contained therein). Contractor will not refer to the State, either generically or by name, in any advertising materials, press releases, web sites, or other public communications without the State's prior written consent in each instance.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officer to execute this Agreement as of the date first written above.

GuideSoft, Inc. dba Knowledge Services

By: 

Name: Julianna M. Bielawski

Title: CEO

Indiana Veterans Home

By: 

Name: Antonio Stewart

Title: Superintendent

EXHIBIT C-1
Services and Rates

Contractor through the subcontractor shall provide the following medical services for IVH:

Position	Number of Positions	Hours of Availability Per Year	Hours of Availability Per Week	Hourly Rate	1 Year Total	2 Year Total
Medical Director	1	832	16	\$190	\$158,080	\$316,160
Nurse Practitioner	2	4160	80	\$85.43	\$355,389	\$710,778
Specialist hours						
Pulmonologist	1	156	6/ every 2 weeks	\$576.32	\$89,905.92	\$180,000
Nephrologist	1	156	6/ every 2 weeks	\$576.32	\$89,905.92	\$180,000
Psychiatrist	1	156	6/ every 2 weeks	\$576.32	\$89,905.92	\$180,000
Specialty rates above contracted hours*	Pulmonologist Nephrologist Psychiatrist			\$150		

* Approval needed from the IVH Superintendent to exceed the specified contract hours in cases where IVH will be billed for those services.

The provision of care will be determined in conjunction with IVH administrative leadership. A plan will be developed and presented to the IVH Superintendent within thirty (30) days of executed Agreement, and will include floor-by-floor designation of a Primary Care physician to the residents on that floor, except when the resident's clinical condition demands otherwise. This plan shall provide a mechanism for the routine provision of medical care, and shall be considered subject to revision at the election of the IVH Superintendent.

Resident choice of physicians or request for physician change accommodations will be made to comply with a patient's request. The availability of multiple physicians supplied by Contractor through the subcontractor to each of the patients offers this type of physician choice. The coordination of all Specialty Care and Primary Care physicians shall be done by the Medical Director or his delegate with the approval of the IVH Superintendent or his designee. The use of community and Veterans' Administration resources shall be done to effect quality and cost-effectiveness, minimizing duplication of services whenever possible. Specific requests by sub-specialists at the Richard L. Roudebush VAMC, Indianapolis, IN (Roudebush) or other Veterans' Hospitals will be reviewed and carried out by the medical staff at IVH.

Contractor through the subcontractor shall offer specific programs in terms of defined therapies, including medical and pharmaceutical therapy, and approach to the terminally ill are integrated into the care process. Contractor and its subcontractor shall comply with all regulatory requirements of the

Indiana State Board of Health and the Veterans' Administration, and shall carry out provider credentialing, annual physical examinations, timely visits, appropriate charting and documentation, etc. Subcontractor's physicians shall assume on-call responsibilities, 24 hours a day, seven days a week. A schedule specifically identifying the on-call physician or designee, how to reach that physician and a backup alternative for the on call physician or designee shall be provided in advance to the communications staff of IVH.

Contractor through the subcontractor, in cooperation with the IVH staff, will organize mutually agreeable continuing education in-service programs relative to clinical issues encountered at IVH, at no additional cost to the contract. Such education event topics will be determined in consultation with the IVH Superintendent, and may be offered no less than six times annually. All State guidelines shall be followed, regarding any industry relationships or potential conflicts.

Subcontractor will attend care plan meetings and multi-disciplinary team meetings. Regular meetings between Medical Director or designee and the Director of Nursing, as well as regular attendance at scheduled morning reports will take place to enhance communication and integration. Subcontractor's providers will participate in any IVH standing committee or periodic meetings at the request of the IVH administrative staff.

Following is a description of roles and responsibilities by provider type to IVH:

Medical Director

The Medical Director will be scheduled onsite at IVH on a weekly basis, and available to the IVH Administration, care staff on a 24/7 on-call basis. The Medical Director will meet with the IVH onsite professionals on a regular basis. Those meetings discuss clinical problems as well as any institution-related items that may better improve resident care. The Medical Director will meet regularly with all sub-specialty professionals in a similarly focused session.

Primary Care Physician

All patients in the IVH shall have a Primary Care physician. In addition, those patients requiring sub-specialty care shall receive that care either by the sub-specialist provided by Contractor through the subcontractor, or through sub-specialists provided in the Roudebush or other Veterans' Administration settings, or the Lafayette community, whichever is optimal. Both primary care and sub-specialty physicians shall have regular and frequent clinical interchanges with IVH staff (i.e. scheduled resident care unit rounds; clinical psychologist chairs the Behavioral Health Case Management weekly case meetings with key unit and department staff; and infectious disease physicians and infection control nurse interactions). Contractor through the subcontractor shall supply "after-hours" Physician or Nurse Practitioner call coverage for the IVH patient case load through the regular week. A "Weekend Physician or Nurse Practitioner On-Call Schedule" will be provided to the IVH switchboard and all departments on a quarterly basis. Once a primary care physician rounds schedule has been determined in conjunction with the IVH nursing administrative staff, the schedule will be created and distributed to each nursing care unit, as well as other interested IVH departments. While the primary care physician will be committed to adherence to the published schedule, there will be resident care situations which will require the urgent attention of a physician that could alter the time-of-day rounds schedule. In the event the primary care physician anticipates they will be unable to meet the anticipated time to begin physician rounds, the scheduled nursing care unit will be notified.

Contractor through the subcontractor will recruit and retain board-certified specialists to maximize onsite care when possible. Contractor and its subcontractor commits to future sub-specialty coverage in concert with the multidisciplinary team approach to modify the specialties covered so as to promote a high standard of patient care at a maximally cost effective rate. Specialty care includes: a Clinical Psychologist, an Infectious Disease consultant, a Physical and Rehabilitation Specialist, and a Geriatric Psychiatrist. In addition, the Geriatric Psychiatrist will interface with inter- and intra-facility providers when necessary to consider temporary relocation of a resident in order to pursue optimal psychiatric management.

Certified Nurse Practitioners

Certified Nurse Practitioners will work under the direction of the Medical Director to provide resident care. The certified Nurse Practitioners will be provided to perform new employee physical examinations on a weekly basis for IVH, and other duties as assigned under this Agreement. The anticipated new employee physical examinations will be coordinated through the designated IVH contact and the Medical Department. The certified Nurse Practitioners will report to the Medical Director and will maintain ongoing communications with the designated IVH staff. The Nurse Practitioners will facilitate coordinated new employee physical examination schedules and monitor information flow for regulatory purposes.

Medical Sub-specialties (as requested)

Nephrologist

The nephrologist is a physician who has been educated and trained in the diagnosis and management of kidney disease, kidney transplantation and dialysis therapy. The nephrologist will work under the direction of the Medical Director.

Psychiatrist

The psychiatrist is a physician who specializes in diagnosing, and treating mental disorders. All psychiatrists are trained in diagnostic evaluation and psychotherapy and are authorized to prescribe medication. The psychiatrist will work under the direction of the Medical Director.

Pulmonologist

The pulmonologist is a physician that is specially trained in the diagnosis and treatment of pulmonary diseases and conditions. The pulmonologist will work under the direction of the Medical Director.

Additional Services to be Provided

Contractor through the subcontractor shall:

1. Work with the IVH Superintendent and Business Office to reduce pharmacy out-of-pocket costs. Reduction objective is to be determined based on actual usage within 90 days of beginning the contract.
2. Provide monthly reports as requested by the IVH Superintendent.
3. Improve resident visits/assessments sufficient to be in compliance with CMS and VA regulations at least 95% of the time.
4. Work with the IVH Superintendent to improve medical services process to eliminate or significantly reduce survey findings.

EXHIBIT C-2
Performance Measurements

Performance criteria to be reported on by the subcontractor are to be finalized during the first quarter of the contract inception, and may be modified by mutual agreement of the Parties.

Performance criteria to be reported on by the subcontractor are as follows:

Measurement Criteria	Expected Value	Measurement
Reduction in Pharmacy costs	Reduce by TBD	Rate of achievement vs. requests
Current cost per quarter	Target cost	

Hours of Usage	Target Hours	Actual Hours	Actual Hours worked Deviation: Reason
Medical Director	208 per Quarter		Deviation: Reason
Nurse Practitioner	1040 per Quarter		Deviation: Reason
Specialty Services	117 per Quarter		Deviation: Reason

Re- Admit Rates	TBD	
Current Re- Admit Rate	Target rate	Deviation from Target

Monthly "In Service" with Nursing Staff	Target Completion > 80%	Subcontractor Medical Director or Nurse Practitioners must perform monthly in service sessions with Nursing staff
Target	Completed	% Completed
4 per quarter	3	75%

Attendance at Family Concern Meetings	Target Attendance >90%	Subcontractor Medical Director or Nurse Practitioners must attend requested Family Concern Meetings
Meetings requested	Meetings Attended	% Attended
10	9	90%

Patient satisfaction	TBD	
Patient Complaints to IVH Staff re: services	Target #	List each complaint and the resolution
Or		
Survey results % Satisfied or above	Target 95%	Name: Reason

5. Work with Indiana Department of Veterans' Affairs and the IVH Superintendent to identify and implement additional cost savings measures for services performed by Contractor through the subcontractor.
6. Provide the IVH Superintendent and the Director of Nursing (DON) with the anticipated work hours/ schedule of Contractor's staff or subcontractors for approval by the first of each month.
7. Work with the IVH Business Office (and other departments as necessary) to ensure resident information, status, and funding for medical services are current, timely (meeting the schedule provided by the Superintendent or designee), and do not jeopardize revenue stream for IVH.
8. Inform the IVH Superintendent and appropriate staff of changes and updates in applicable regulations within seven days of receiving such information.
9. Participate in multidisciplinary health care coordination as directed by the IVH Superintendent.
10. Work with the IVH Superintendent and Business Office to bill third-party providers as needed.
11. Contractor shall assume the expense of transcription services generated by Contractor's professionals. Until IVH's current contract for transcription services expires, IVH and Contractor will agree on an appropriate mechanism for reimbursement (credit/charge back/ invoice). At the expiration or termination of IVH's current transcription contract, Contractor shall assume all transcription costs and expenses arising out of work done by its professionals or subcontractors.